

FOSTER YOUTH STUDENT INFORMATION SYSTEM (FY-SIS)
MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the San Diego County Department of Probation (Probation), the San Diego County Health and Human Services Agency - Child Welfare Services (HHSA-CWS), the San Diego County Superintendent of Schools (SDCSS), and the Superior Court of California, County of San Diego (Court). The parties to this MOA may be referred to herein collectively as the "parties" or individually as a "party."

Recitals

WHEREAS, SDCSS has agreed to provide a secure web-based information system known as Foster Youth Student Information System (FY-SIS) to store demographic, health, and education information for youth who are under the jurisdiction of the Superior Court of California, County of San Diego, Juvenile Division (Juvenile Court).

WHEREAS, Probation and HHSA-CWS receive funds for the provision of certain case management and information system services for youth who are under the jurisdiction of the Juvenile Court.

WHEREAS, the parties desire to ensure complete and accurate health and education information for youth who are under the jurisdiction of the Juvenile Court.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other parties in writing of such change. Any such change will become effective upon the receipt of such notice by all other parties to this MOA. Notice shall be deemed properly given upon actual delivery, if delivery is personally made, or upon deposit in the United States mail, postage prepaid, addressed to the authorized representative as follows:

<u>County of San Diego</u>	<u>Other Parties</u>
Debra Zanders-Willis, Director Child Welfare Services Health and Human Services Agency County of San Diego 8965 Balboa Avenue San Diego, CA 92123	Lora Duzyk, Assistant Superintendent Business Services San Diego County Office of Education 6401 Linda Vista Road San Diego, CA 92111
Debbie Patag, Chief, Administrative Services Probation Department County of San Diego 9444 Balboa Avenue, Suite 500 San Diego, CA 92123	Jeffrey J. Gately, Budget and Procurements Manager Superior Court of California County of San Diego 330 West Broadway San Diego, CA 92101

2. Purpose and Responsibilities

2.1. Purpose: The purpose of this MOA is to establish responsibilities for the parties to accomplish the goals of: 1) completing development of, and continuing to improve, the FY-SIS database for youth who are under the jurisdiction of the Juvenile Court; 2) operating and maintaining the FY-SIS database; 3) improving outcomes for youth who are under the jurisdiction of the Juvenile Court by gathering up-to-date demographic, education, and health information and transferring it in a timely manner to those who need it to provide necessary services to such youth.

2.2. Responsibilities:

2.2.1. HHSA-CWS agrees to:

- A. Provide, at its own cost, up-to-date data as specified in the FY-SIS data dictionary on a weekly basis.
- B. Appoint an administrator to work with SDCSS to ensure that only appropriate HHSA-CWS users are given access to FY-SIS.
- C. Authorize, as appropriate, HHSA-CWS staff who require access to the confidential information in FY-SIS for the purpose of data manipulation.
- D. Review FY-SIS to ensure that it complies with San Diego County's information security requirements.

2.2.2. Probation agrees to:

- A. Work with its IT provider to provide, at its own cost, up-to-date data as specified in the FY-SIS data dictionary on a daily basis.
- B. Appoint an administrator to work with SDCSS to ensure that only appropriate probation users are given access to FY-SIS.
- C. Authorize, as appropriate, probation staff who require access to the confidential information in FY-SIS for the purpose of data manipulation.
- D. Review FY-SIS to ensure that it complies with San Diego County's information security requirements.
- E. Probation has modernized its data sharing infrastructure and can now offer two types of data sharing to outside agencies; Interactive, and Batch.

Interactive Data Sharing: Probation can offer outside agencies access to data based on Web Services requests. These interactions are intended to be real time requests for specific types of data such as data for a specific case, hearing, or individual as opposed to large collections of data.

Batch Data Sharing: For large collections of data, we prefer to create data collections after hours and push the result set to the interested parties. Although the file format is flexible, we prefer to use XML for its self describing characteristics and platform independence. These files will be uploaded from probation to the

IP address provided by each outside agency. The file upload uses the WebDAV protocol on top of HTTPS with BASIC authentication. Agencies wishing to receive the file must host a WebDAV service to receive the file (most agencies are using IIS). Probation will need a URL, Username, and Password once the service is configured.

Firewall adjustments will need to be made for each agency to create an authorized pathway and each receiving agency must accept responsibility for the proper protection of the data that is transferred.

2.2.3. SDCSS agrees to:

- A. Develop, implement, operate and maintain the FY-SIS secure data system to store demographic, health, and education information for youth who are under the jurisdiction of the Juvenile Court.
- B. Ensure authorized users for the Court, Probation, HHSA-CWS, school districts, and other agencies that serve youth who are under the jurisdiction of the Juvenile Court have secured access to FY-SIS.
- C. Address and resolve identified FY-SIS system needs to ensure complete and accurate demographic, health, and education information for youth who are under the jurisdiction of the Juvenile Court.
- D. Provide HHSA-CWS and Probation with user list updates.
- E. Prevent any unauthorized use of FY-SIS.
- F. Provide a physically secure storage space for all electronic and paper data that cannot be accessed by unauthorized persons.
- G. Maintain day-to-day operations of FY-SIS.
- H. Provide upgrades and enhancements to FY-SIS as needed and agreed upon.

2.2.4. Court agrees to:

- A. Provide to FY-SIS electronic data files containing the names and dates of birth for all youth who are under the jurisdiction of the Juvenile Court on a daily basis.
- B. Provide to FY-SIS electronic copies of all minute orders for delinquent wards of the Juvenile Court on a daily basis.
- C. Appoint an administrator to work with SDCSS to ensure that only appropriate court users are given access to FY-SIS.
- D. Authorize, as appropriate, court staff who require access to the confidential information in FY-SIS for the purpose of data manipulation.
- E. Review FY-SIS to ensure that it complies with the Court's information security requirements.

2.2.5. All parties agree to:

- A. Ensure that staff are conforming to this MOA and to applicable local, state and federal laws and regulations by supervising, auditing, and reviewing procedures.
- B. Revise procedures under this MOA only by mutual agreement between the parties.
- C. Protect confidential information received from other parties under this MOA.

3. Indemnity and Insurance

3.1 Defense and Indemnity

- 3.1.1. **Claims Arising From Sole Acts or Omissions of County:** The County of San Diego (County) hereby agrees to defend and indemnify the Non-County Entities that are parties to this MOA (County Office of Education and the Superior Court), their agents, officers and employees (hereinafter collectively referred to in this paragraph as "Non-County Entities"), from any claim, action or proceeding against Non-County Entities, arising solely out of the acts or omissions of County in the performance of this MOA. At its sole discretion, Non-County Entities may participate at their own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this MOA. Non-County Entities shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.
- 3.1.2. **Claims Arising From Sole Acts or Omissions of Non-County Entities:** The Non-County Entities hereby agree to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as "County") from any claim, action or proceeding against County, arising solely out of the acts or omissions of respective Non-County Entities in the performance of this MOA. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve respective Non-County Entities of any obligation imposed by this MOA. County shall notify Non-County Entities promptly of any claim, action or proceeding and cooperate fully in the defense.
- 3.1.3. **Claims Arising From Concurrent Acts or Omissions:** County hereby agrees to defend itself, and respective Non-County Entities hereby agree to defend themselves, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and respective Non-County Entities. In such cases, County and respective Non-County Entities agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 3.1.5 below.
- 3.1.4. **Joint Defense:** Notwithstanding paragraph 3.1.3 above, in cases where County and Non-County Entities agree in writing to a joint defense, County and Non-County Entities may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of County and Non-County Entities. Joint defense counsel shall be

selected by mutual agreement of County and Non-County Entities. County and Non-County Entities agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 3.1.5 below. County and Non-County Entities further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Non-County Entities.

3.1.5. **Reimbursement and/or Reallocation:** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and respective Non-County Entities may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

- 3.2. **Insurance:** Prior to execution of this MOA, the parties must obtain at their own cost and expense, and keep in force and effect during the term of this MOA, including all extensions, appropriate insurance to cover any foreseeable losses under this MOA. The parties may maintain a program of self-insurance to meet the requirements of this paragraph.
4. **Confidentiality:** Parties acknowledge that information from juvenile court records, juvenile probation records, and Child Welfare Services/Case Management System (CWS/CMS) records is sensitive. Parties will treat all data as confidential and will exercise a standard of care to protect the confidential and proprietary data. SDCSS will ensure the data in FY-SIS remain secure and confidential at all times and according to the terms set forth in this MOA. Information will not be used or released to any other agencies or individuals except as specified in all applicable state and federal law including but not limited to Welfare and Institutions Code sections 827, 10850, 16010, Education Code section 48216, and rule 5.552 of the California Rules of Court. The recipient of any information from the web site must not disclose the information to any individual or agency unless allowed by law or by the terms of this agreement. Further, no copies shall be made at any time of any information on the web site. This includes printed copies and downloaded copies. Any unauthorized release of confidential information acquired under this MOA shall be reported to all other parties immediately upon discovery.
5. **Conformance With Laws, Rules And Regulations:** Parties will be in conformity with all applicable federal, state, county, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required.
6. **Permits and Licenses for FY-SIS Software and Hardware:** SDCSS certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other parties, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The other parties reserve the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
7. **Financial Responsibility:** This MOA is a revenue neutral agreement. No party shall be required to make any payment to any other party for services provided under this MOA. Each party hereto shall be responsible for its own costs and expenses incurred in

connection with this MOA, except that SDCSS will, as its contribution to this MOA, pay all costs associated with ongoing FY-SIS expenses. Any party wishing a customized enhancement will be responsible for that additional cost, if any.

8. **Ownership:** It is the understanding of the parties that SDCSS owns the software and other intellectual property that constitutes FY-SIS. However, the information that is downloaded into the system continues to belong to the party from which it originated. Except as set forth specifically herein with respect to the parties' contribution of data to FY-SIS, the right of access to FY-SIS granted herein shall not include the right to add, delete, or alter data without the written permission of SDCSS.
9. **Governing Law:** This MOA shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.
10. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of the parties. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.
11. **Non-Assignment:** This MOA is for the benefit of, and will be binding upon, the parties hereto. None of the rights, privileges, interests, duties, or obligations created by this MOA are assignable by a party without the prior written consent of each party's authorized representative.
12. **Amendments to MOA:** Any party may propose amendments to this MOA by providing written notice of such amendments to the other parties. This MOA may only be amended by a written amendment signed by each party's authorized representative.
13. **Notice:** All notices, requests, demands, and other communications made to parties under this MOA must be in writing and delivered personally or sent by United States first class mail, postage prepaid, to the addresses set forth in paragraph 1, above.
14. **Severability:** If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.
15. **Entire Agreement:** This MOA represents the full and entire agreement and understandings of the parties and supersedes any prior written or oral agreements that may have existed, with the exception of the San Diego County Interagency Agreement for Providing Educational Support to Foster Youth in effect at the time this MOA is executed. Court orders in effect at the time this MOA is executed do remain in effect and are not superseded by this MOA.
16. **Scope of MOA:** This MOA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this MOA, as provided for under paragraph 12, above.

- 17. Term:** This MOA shall become effective on the date all of the parties have signed this MOA and be in force for five years from that date. This MOA is automatically renewable every five years by the mutual written agreement of the parties.
- 18. Termination For Convenience:** The parties may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time.
- 19. Survival:** The confidentiality provision under paragraph 4 and the ownership provisions under paragraph 8, above, shall survive any termination or expiration of this MOA. The parties will also be subject to any other paragraphs of this MOA that by their nature may reasonably be presumed to survive any termination or expiration of this MOA.

IN WITNESS WHEREOF, the parties hereto have duly executed this MOA, such parties acting by their representatives who have been duly authorized to act.

Dated: _____

7/28/11

County of San Diego
Health and Human Services Agency

By: _____

Nick Macchione, MS, MPH, FACHE
Director

Dated: _____

8/15/11

County of San Diego
Probation Department

By: _____

Mack Jenkins, Chief Probation Officer

Dated: _____

10-12-11

San Diego County Superintendent of Schools

By: _____

Lora Duzyk, Assistant Superintendent
Business Services

IBS
OCT 14 2011

Dated: _____

8-23-11

Superior Court of California, County of San Diego

By: _____

Michael Roddy, Executive Officer

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL.

BY _____

SENIOR DEPUTY